

No affidavit, voucher or warrant necessary in attachment on judgment. *Indemnity Co. v. Cosgriff*, 144 Md. 663.

When judgment creditor assigned the judgment merely as security, and an attachment against the assignor was laid in the hands of the assignee as garnishee, the latter could not affect the inchoate lien created by the service of attachment by his subsequent consent that the assignment be ignored. *Roberts v. First Nat. Bank*, 157 Md. 38.

This section referred to in construing art. 26, sec. 21. *First Nat. Bank v. Equitable Soc.*, 157 Md. 253.

Cited but not construed in *Baltimore v. Libowitz*, 159 Md. 32.

See notes to secs. 8 and 11.

An. Code, 1924, sec. 30. 1912, sec. 30. 1904, sec. 30. 1888, sec. 29. 1715, ch. 40, sec. 7.

30. If neither the defendant nor the garnishee in whose hands such property or credits were attached, shall appear at the return of the attachment and show sufficient cause to the contrary, the court shall condemn the said property and credits so attached, as provided in section 13 of this article, and award execution thereof.

The execution may issue as soon as the judgment of condemnation becomes absolute, without giving bond. *Anderson v. Graff*, 41 Md. 607.

An. Code, 1924, sec. 31. 1912, sec. 31. 1904, sec. 31. 1888, sec. 30. 1853, ch. 201, sec. 1.

31. The several justices of the peace of this State may issue an attachment by way of execution, on any judgment obtained before any justice of the peace in all cases where a writ of *fieri facias* might issue.

See notes to sec. 29.

See art. 52, sec. 47, *et seq.*; also art. 52, sec. 76.

Attachments by Justices.

An. Code, 1924, sec. 32. 1912, sec. 32. 1904, sec. 32. 1888, sec. 31. 1835, ch. 201, sec. 14. 1849, ch. 269. 1852, ch. 239, secs. 1, 2. 1933, ch. 473.

32. Any justice of the peace may issue an attachment against a non-resident, an absconding debtor, or a debtor twice returned *non est* upon summons issued, where the sum claimed shall not exceed one hundred dollars, but no special pleading shall be required before a justice of the peace.

The decision in *Campbell v. Webb*, 11 Md. 480, to the effect that the short note was essential and the notice prescribed by the act of 1849, ch. 269, was no longer required, is not now law by reason of the omission from the Code of 1860, and subsequent codes, of the act of 1852, ch. 239, thus leaving the former act still in force.

See art. 52, sec. 47, *et seq.*; also art. 52, sec. 76.

Attachments of Wages or Hire.

An. Code, 1924, sec. 33. 1912, sec. 33. 1904, sec. 33. 1888, sec. 32. 1852, ch. 340. 1854, ch. 23. 1874, ch. 45. 1886, ch. 65. 1933 (Special Sess.), ch. 104.

33. No attachments of the wages or hire of any laborer or employee, in the hands of the employer, whether private individuals or bodies corporate, shall affect any salary or wages of the debtor which are not actually due at the date of the attachment; and the sum of one hundred dollars of such wages or hire due to any laborer or employee by any employer or corporation shall always be exempt from attachment by any process whatever. Every contract or agreement of any character whatsoever of such laborer or employee, the purpose of which is to waive this right of exemption, shall be absolutely void.¹

¹ The following is preamble to ch. 104:

PREAMBLE AND DECLARATION OF LEGISLATIVE INTENT:

The Court of Appeals of Maryland in a recent decision has held that a wage earner may, by a stipulation in a promissory note authorizing judgment by confession with-